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Minutes of REGULAR Meeting

May 20, 2009

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The Twinsburg City School District Board of Education met in REGULAR session on the above date at the Twinsburg Government Center in Council Chambers at 7:00 p.m. The following board members were present: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver. Recordings of the meeting are made and kept in the Superintendent's Office.

09-154 **Five-Year Forecast**

Mr. Stuver moved and Mr. Andrews seconded that the Twinsburg Board of Education approves the Five-Year Forecast; upon the recommendation of the Treasurer.

See pages 151-158

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motion approved.*

**Mr. Shebeck moved and Mrs. Cain-Criswell seconded that the Twinsburg Board of Education adopt resolutions 09-155 to 09-157.**

09-155 **Accept Donations**

That the Twinsburg Board of Education accepts any and all donations from Local Merchant Reward and Matching Programs for the benefit of student learning. Such programs include, but are not limited to programs whereby a percentage of profits on sales to parents and students who participate in their reward program are donated to the District; and, accept a donation of a Mimio Interactive Classroom Solutions Kit to R.B. Chamberlin Middle School from Mr. and Mrs. David Colegrove, 10140 Andover, Twinsburg OH; upon the recommendation of the Superintendent.

09-156 **Deletion of Items from Inventory**

That the Twinsburg Board of Education approves the attached listing of items be deleted from inventory; upon the recommendation of the Superintendent. See pages 159-163

09-157 **Joint Agreement For Operation and Maintenance of The Athletic Complex**

That the Twinsburg Board of Education approves the *Joint Agreement For Operation and Maintenance of The Athletic Complex* between the Twinsburg City School District and the City of Twinsburg; upon the recommendation of the Superintendent. See pages 164-180

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motions approved.*

09-158 **Employment**

Mr. Shebeck moved and Mr. Stuver seconded that the Twinsburg Board of Education approves the following employment; upon the recommendation of the Superintendent.

Louise Teringo, High School Principal, 2-Year Contract, per the Administrative Salary Schedule, effective August 1, 2009 through July 31, 2011.

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motion approved.*

Minutes of REGULAR Meeting

May 20, 2009

**Mrs. Cain-Criswell moved and Mr. Stuver seconded that the Twinsburg Board of Education adopt resolutions 09-159 to 09-163.**

**09-159 Extended-Time for Staff**

That the Twinsburg Board of Education approves Extended-Time for the following staff; to be paid out of the general fund, upon the recommendation of the Superintendent.

- Karen Tirpak - Preschool Evaluations, not to exceed four (4) days at their daily rate
- Terri Bissell - Preschool OT Evaluations, not to exceed four (4) days at their daily rate

**09-160 Supplemental for Greenfield Trip**

That the Twinsburg Board of Education approves a supplemental contract for Brandy Correia for the Greenfield Trip on May 14-15, 2009; upon the recommendation of the Superintendent.

**09-161 Summer Staff Development/Curriculum Work**

That the Twinsburg Board of Education approves the following listing of staff for summer staff development/curriculum work at the daily curriculum rate; upon the recommendation of the Superintendent.

Name	Topic	# of Days	Grant Funding Source (Title monies to be used first.)	Amount (does not include fringes)
Patricia Johnson-Kwartler	Response to Intervention	1	Title 11A FY10	\$162.09
Holly Recker	Response to Intervention	1	Title 11A FY10	\$162.09
Kelly Williams	Response to Intervention	1	Title 11A FY10	\$162.09
Mary Armstrong	English	2	Title 11A RY09 or SCESC	\$324.18
Amy Wilson	English	2	Title 11A FY 09 or SCESC	\$324.18
Kathy Kustich	English	2	Title 11A FY09 or SCESC	\$324.18
Judy Latsch	English	2	Title 11A FY09 or SCESC	\$324.18

**09-162 Extended-Time for Secretaries**

That the Twinsburg Board of Education approves extended time (maximum 3-days each) for a secretary from each building to assist with data entry and the submission of information to the state (beyond their regularly scheduled time), to be paid at their regular hourly rate; upon the recommendation of the Superintendent.

**09-163 Leaves of Absence**

That the Twinsburg Board of Education approves an extended Leave of Absence for Laura Schneiderman, teacher at Dodge Intermediate School, to begin August 17, 2009 through October 30, 2009 (approximately 54 days), using accumulated sick days; upon the recommendation of the Superintendent.

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motions approved.*

**09-164 Executive Session**

Mrs. Cain-Criswell moved and Mr. Shebeck seconded that the Twinsburg Board of Education meet in Executive Session at approximately 8.15 p.m. for the purpose of discussing:

The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees, negotiations and an Expulsion appeal.

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motion approved.*

The Board reconvened from Executive Session at approximately 9:12 p.m.  
The following members were present:

Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.

**09-165 Deny Expulsion Appeal**

Mr. Buzulence moved and Mr. Andrews seconded that the Twinsburg Board of Education denies the expulsion appeal brought before the Board.

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the motion approved.*

**09-166 Adjournment**

Mr. Shebeck moved and Mrs. Cain-Criswell seconded that the Twinsburg Board of Education adjourn at 9:17 p.m.

*Ayes: Mr. Andrews, Mr. Buzulence, Mrs. Cain-Criswell, Mr. Shebeck, and Mr. Stuver.  
The Board President declared the meeting adjourned.*

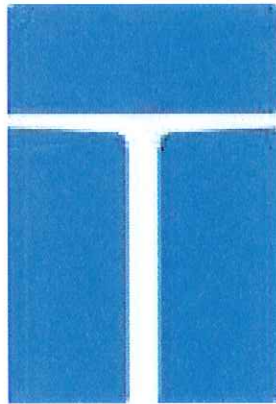
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Board President

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Treasurer

**TWINSBURG CITY  
SCHOOL DISTRICT**



***FIVE-YEAR FORECAST***

**For Fiscal Years 2009-2013**

**FY 2009**

**MAY 30, 2009**

**INTRODUCTION:**

In 1999 House Bill No. 412 mandated that school districts annually produce a five-year forecast by December 31 and update the forecast as necessary. Current statute requires the five year forecast be submitted by October 31 with an update due in April or May.

The Five-year Forecast is a critical planning document for the Twinsburg City School District. Forecasts are built on assumptions and laws that *can*, *will* and *do* change over time. The forecast, numbers and assumptions while made in good faith cannot be guaranteed. The reasonableness and accuracy of this forecast and assumptions rest with the district administration and the Board of Education.

The Five-year Forecast is designed to provide the administration, board of education and the public a **general indication** of a probable future financial position of the School District based on information currently available to the School District.

The Five-year Forecast is a necessary tool focusing management's attention on future financial needs while facilitating strategic planning and discussion. The financial plan should provide for the optimal allocation of scarce resources in the delivery of services to our kids. What follows is our attempt to create a forecast using professional judgment within the philosophical base rooted in four key concepts. It is a look into the future through a snapshot of today.

- **REALISTIC** - We all want the best for our children. Yet there are economic realities that dictate what is possible for our school district. Our future should be realistic given our unique circumstances.
- **CAUTIOUS** - A cautious approach is neither overly optimistic nor pessimistic. It seeks the prudent path in predicting revenues and expenditures.
- **PROBABLE** - Given the current circumstances and the goals of our school district, this is the forecast that is most likely to occur.
- **SUPPORTABLE** - A good set of projections needs to include the rationale for assumptions. This is a combination of historical trends, current conditions and professional judgment about the trends.

It's important to note the Ohio Supreme Court has ruled and reaffirmed its ruling through appeal that the current method of funding public education in Ohio is *Unconstitutional*. The legislature has made attempts to correct the funding method that overly relies on local property taxes, but to date the court's ruling has not been satisfied as State legislators establish budget priorities that do not comply with the DeRolph decisions.

Twinsburg City School District continues to face significant challenges. During the 1990's there was significant residential and business growth. Prior reports reflect property value growth and a considerable increase in student population. However, as the State struggles with a recessionary economy, state support of schools, libraries and the like, has been tepid. State budget shortages and elimination of tangible personal property taxes will negatively impact our financial prognostication.

**During these uncertain economic times the administration and Board of Education endeavor to contain expenditures and continue to examine areas to make future resource reallocations. Our goal is to create dynamic curriculum and learning environments that challenge all students' creative, analytical and critical thinking abilities and skills beyond standardized requirements. Our focus on student achievement has garnered an "Excellent with Distinction" rating from the Ohio Department of Education. Our focus on fiscal responsibility has earned the "Making Your Tax Dollars Count Award" for excellence in financial reporting as presented by Auditor of State Mary Taylor and numerous Certificates of Achievement for Excellence in Financial Reporting as awarded by the Governmental Finance Officers Association.**



**TWINSBURG CITY SCHOOLS**

**SUMMIT COUNTY**

Schedule of Revenues, Expenditures and Changes in Fund Balances  
For the Fiscal Years Ended June 30, 2006, 2007 and 2008 Actual;  
Forecasted Fiscal Years Ending June 30, 2009 Through 2013

Submitted MAY 29, 2009	Actual				Forecasted				
	Fiscal Year 2006	Fiscal Year 2007	Fiscal Year 2008	Average Change	Fiscal Year 2009	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013
<b>Revenues</b>									
1.010	\$22,492,368	\$23,137,045	\$21,995,385	-1.0%	\$23,145,000	\$23,155,000	\$23,270,000	\$23,300,000	\$23,321,000
1.020	10,215,798	8,793,252	5,203,363	-27.4%	3,400,995	179,287	25,000	12,000	
1.030									
1.035	2,703,567	2,793,587	3,069,549	6.6%	4,698,995	3,330,000	3,330,000	3,330,000	3,330,000
1.040	37,297	36,274	13,986	-32.1%	11,005	12,000	12,000	12,000	12,000
1.050	3,140,609	6,324,826	7,871,789	62.9%	8,483,647	11,293,757	10,718,317	9,699,953	8,349,148
1.060	1,069,704	1,748,057	1,448,001	23.3%	615,000	600,000	600,000	550,000	500,000
1.070	<b>39,656,343</b>	<b>42,833,041</b>	<b>39,600,072</b>	<b>0.2%</b>	<b>40,354,542</b>	<b>38,570,044</b>	<b>37,955,317</b>	<b>36,903,963</b>	<b>35,512,148</b>
<b>Other Financing Sources</b>									
2.010									
2.020									
2.040									
2.050	45,980	112,940		22.8%	40,000	40,000	40,000	40,000	40,000
2.060	56								
2.070	<b>46,036</b>	<b>112,940</b>		<b>22.7%</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
2.080	<b>39,702,379</b>	<b>42,945,981</b>	<b>39,600,072</b>	<b>0.2%</b>	<b>40,394,542</b>	<b>38,610,044</b>	<b>37,995,317</b>	<b>36,943,963</b>	<b>35,552,148</b>
<b>Expenditures</b>									
3.010	20,837,254	21,737,203	23,357,825	5.9%	24,712,800	26,500,000	28,550,000	28,950,000	30,300,000
3.020	7,659,974	8,147,831	7,837,006	1.3%	9,000,000	9,350,000	9,750,000	10,000,000	10,250,000
3.030	3,107,269	2,967,015	2,704,738	-6.7%	3,658,102	4,450,000	4,650,000	4,750,000	4,800,000
3.040	1,083,100	1,065,021	1,260,883	8.4%	1,290,582	1,593,000	1,650,000	1,750,000	1,800,000
3.050	2,408	2,930	1,218	-18.4%	6,474	5,600	6,000	6,500	6,500
3.060									
4.020	1,020,000	1,020,000		-50.0%					
4.030									
4.040									
4.050	67,618	69,000	72,543	3.6%	75,000	78,000	81,000	85,000	89,000
4.060	150,688	72,695	44,043	-45.6%	40,600	37,375	33,875	30,074	26,089
4.300	681,203	760,058	642,352	-2.0%	815,181	990,268	1,027,125	1,050,025	1,075,025
4.500	<b>34,609,514</b>	<b>35,841,753</b>	<b>35,920,608</b>	<b>1.9%</b>	<b>39,798,539</b>	<b>43,004,143</b>	<b>45,748,000</b>	<b>46,621,599</b>	<b>48,346,614</b>
<b>Other Financing Uses</b>									
5.010	2,600		1,007						
5.020	112,940	165,000		-27.0%	40,000	40,000	40,000	40,000	40,000
5.030									
5.040	<b>115,540</b>	<b>165,000</b>	<b>1,007</b>	<b>-28.3%</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
5.050	<b>34,725,054</b>	<b>36,006,753</b>	<b>35,921,615</b>	<b>1.7%</b>	<b>39,838,539</b>	<b>43,044,143</b>	<b>45,788,000</b>	<b>46,661,599</b>	<b>48,386,614</b>
6.010	<b>4,977,325</b>	<b>6,939,228</b>	<b>3,678,457</b>	<b>-3.8%</b>	<b>556,003</b>	<b>4,434,099</b>	<b>7,792,683</b>	<b>9,717,636</b>	<b>12,834,466</b>
7.010	6,451,532	11,428,857	18,368,085	68.9%	22,046,542	22,802,545	18,168,446	10,375,763	658,127
7.020	11,428,857	18,368,085	22,046,542	40.4%	22,802,545	18,168,446	10,375,763	658,127	12,176,339
8.010	289,924	471,090	452,927	29.3%	450,000	410,000	410,000	410,000	410,000
10.010	11,138,933	17,896,995	21,593,615	40.7%	22,152,545	17,758,446	9,965,763	248,127	12,586,339
<b>Revenue from Replacement/Renewal Levies</b>									
11.300									
12.010	11,138,933	17,896,995	21,593,615	40.7%	22,152,545	17,758,446	9,965,763	248,127	12,586,339
<b>Revenue from New Levies</b>									
13.030									
14.010									
15.010	11,138,933	17,896,995	21,593,615	40.7%	22,152,545	17,758,446	9,965,763	248,127	12,586,339
<b>ADM Forecasts</b>									
20.010	304	315	271	-5.2%	286	300	310	315	320
20.015	3,769	3,860	3976	2.7%	3977	4070	4120	4175	4230
20.02			271		281	300	310	315	320
20.025			3979		3929	4070	4120	4175	4230

The notes to the "Financial Forecast" are crucial to understanding the meaning of the numbers contained in a financial forecast. See accompanying summary of significant forecast assumptions and accounting policies, since the factors contained in the forecasts are subject to change, the forecast may vary significantly in the future based upon changing conditions. Includes: General fund, Emergency Levy fund, DPIA fund, Textbook fund and any portion of Debt Service fund related to General fund debt



**RECENT EVENTS:**

**CAUTION:** *The State's proposed Biennium Budget may have a Substantial and Negative Impact on Twinsburg School District finances.*

**State of the State:** Governor Ted Strickland in his January 28<sup>th</sup> State of the State address proposed sweeping changes to the way schools are funded in the State of Ohio. This is a comprehensive reform of the current funding model to a new Ohio Evidence Based Model (OEBM). The intent is to increase the State's share of educational funding and increase aid to low-wealth districts. The concern for the Twinsburg School District is that direct reimbursements for the loss of Tangible Personal Property Tax may fall under the new funding model caps. This could result in reduced funding for Twinsburg Schools.

**Chrysler Plant Closing:** The Twinsburg School District was informed on May 1, 2009, that the Chrysler Stamping Plant located in Twinsburg will be closing March 2010. This plant is the largest employer in Twinsburg and among the largest in Summit County. Chrysler has paid approximately \$450,000 in real property taxes on an annual basis.

**LEVY:**

The Twinsburg School Districts appreciates the support of our local community. At the November 6, 2007 elections voters renewed a 6.9 mill current expense operating levy and a 2.75 mill permanent improvement levy. In November 2004, voters approved a 4.65 mill Emergency levy, generating four million dollars annually. This levy was overwhelmingly renewed at the November 2008 elections. This levy was set at a minimum amount with the hopes of maintaining current programming. Fiscal year 06 was the first full year of collections for this Emergency levy. Lastly, a 6.9 mill Emergency levy originally approved in 2001 will be eligible for renewal at the November 2010 election.

**STRATEGIC PLANNING:**

The Twinsburg School District has undertaken a Strategic Planning process. The process sought input from parents and community members and also from staff and administration. Community surveys gathered data about the issues most concerning to stakeholders. Several issues seemed to surface consistently. These issues were academic excellence, shared financial responsibility, safety, student services and opportunities, communications, and quality fiscal assets. A Vision, Mission Statement and a set of common Beliefs were developed. Continuing the process, six Goals along with action steps and a time line were produced. The Strategic Plan received Board of Education approval May 7, 2008.

**HOUSE BILL 66:**

State legislation, House Bill 66 (HB66), enacted July 1, 2005 eliminates the taxation of *Tangible Personal Property* (TPP). Real Property Taxes along with Tangible Personal Property Taxes, which includes local revenues and state reimbursements, are the major source of funding for our school district, accounting for approximately 83% of revenues while state foundation support provides about 7.7%. The District will receive no increases in these key sources of funding. The Ohio Department of Education (ODE) and the Ohio Department of Taxation (ODOT) have jointly developed spreadsheets to assist with the TPP phase out. Visit the ODE web site [www.ode.state.oh.us](http://www.ode.state.oh.us) for further documentation. See HB66 at [http://tax.ohio.gov/divisions/personal\\_property/PPT\\_law\\_changes\\_070303.stm](http://tax.ohio.gov/divisions/personal_property/PPT_law_changes_070303.stm).

According to ODOT information the Twinsburg School District will not collect approximately \$1.4 million as the phase out begins in tax year 2011, followed by \$1.7 million and \$2.2 million and so on until the phase out is completed and the District is faced with a Fiscal Emergency. For the Twinsburg School District the base year TPP taxes of \$9,758,263 will be eliminated by 2018.

**BUDGETARY COST CUTTING:**

The Twinsburg School District has and continues to make substantial efforts to contain and reduce costs. Through attrition and cost cutting measures the District has permanently cut over one million dollars, on an annual basis, from the District's budget. Renegotiating service contracts,



**upgrading equipment, consortium buying, grant opportunities, and scrutinizing hiring practices, for example, have reduced overall costs.**

It is important to note the May and October forecasts will differ. October assumptions are derived from estimates based on historical trends and information available at the time of the filing. The May forecast takes into consideration nine months of actual revenue and expenditures and estimates for the last three months of the fiscal year, thereby providing a clearer picture of this fiscal year. The current forecast as presented is used as the base year to which future year projections are based.

**REVENUES:**

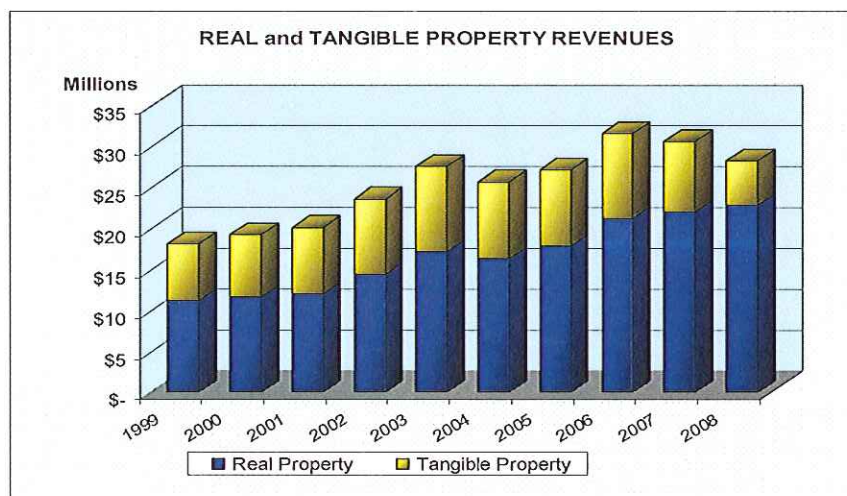
Line 1.010 - Real Estate Taxes (55.5%)

The current negative economic outlook in the housing and credit markets tempers these projections. We are projecting very small incremental increases over the next several years. Monitoring of real property tax collections is crucial as it represents about 54% of our district revenues. HB 66 shifted a half mill of the tangible collections to real property, eliminated the 10% discount on commercial real estate and HB119 gives senior citizens a \$25,000 exemption.

HB920 states that tax collections on voted millage may not increase due to inflation or reappraisal unless the district is below the 20-mill floor. For Twinsburg the calendar years for reappraisal and updates are 2008 and 2011 for collection in the calendar years 2009 and 2012. The Housing Market/Home Mortgage fiasco has prompted Ohio Department of Taxation Officials to warn Districts that the Reappraisal figures may not increase and could actually decrease Real Estate Valuations. This will not only effect the current reappraisal cycle but also future reappraisals. Reappraisals, even though they are completed at the county level, are directed by the Ohio Department of Taxation with housing data averaged over a three year period.

Line 1.020 – Tangible Personal Taxes (13.1%)

Tangible Personal Property (TPP) taxes have been perhaps the most volatile of the revenue elements. Assessment rates that were as high as 88% in the 1960's will be zero by 2010. Initially, the State of Ohio enacted legislation to eliminate the tax on business-inventories over a twenty-five year period. Subsequent State Budget Bill HB95, passed June 2003, doubled the reduction rate. Additionally, HB95 phases out over a ten year period the reimbursement school districts receive for the \$10,000 tangible personal property tax exemption. The district loses \$226,800 in annual revenues as this exemption is phased out.



State Budget Bill HB66 is legislation to eliminate the tax that businesses pay on virtually all Tangible Personal Property. For fiscal year 2005, TPP tax collections represented \$9.8 million or approximately 28% of revenues the School District received. To lessen the impact of this catastrophic loss the State will reimburse districts for five years the amount of lost revenues and then incrementally eliminate this



reimbursement by 2018. The reimbursement is frozen based on tax year 2004 values and will come to the School District through a combination of state foundation payments and direct payments.

Tangible Personal Property had historically been a growing source of revenue that helped the School District to keep pace with inflation and increasing costs. In the decade prior to 2001 TPP values nearly doubled. Not only will the local revenues of \$9.8 million be eliminated, but also any additional revenues from future growth will go unrealized. By 2018 this could equate to about a \$16 million loss at a conservative 3.5% growth rate. Combining the reductions in TPP with utility deregulation reductions, the State of Ohio has put this School District and many others in the precarious position of contemplating deep reductions in services to our kids and pursuing additional funding at the local level.

Line 1.035 – Foundation Program (7.7%)

The Foundation Program is the State aid program for school district operations. Fiscal year 2009 data is available from ODE. The State does not provide data beyond fiscal year 2009. The Twinsburg School District has been a “guarantee” district meaning the School District received the same funding as in the prior year even though student population increased. The State legislators have eliminated all but one guarantee. Due to the School District’s relatively high ratio of property value per pupil, foundation aid from the State is and will remain a relatively minor portion of total revenue.

Under the State’s current biennium budget bill the State Foundation Aid per pupil amount is \$5,732. After the State reduces this amount by what is called the “charge off”, the School District receive \$732 per student per the March 2009 SF-3 line 10 divided by ADM. Eroding local resources further, charter schools draw the entire State Foundation Aid of \$5,732 right off the top and not the \$732 the School District actually receives. Furthermore, charter schools never have to pass levies and operate outside many of the legal requirements and unfunded mandates placed on public schools. Future years are very speculative in light of recent State budget shortfalls and some State officials stating they feel public education is adequately funded.

As the TPP tax is phased out, the State will provide limited reimbursements (time and amount) to districts through the foundation program and direct payments. Tangible revenues will decrease, Foundation revenues will increase, and Homestead and Rollback revenues will raise then fall to original levels. The flow of these revenues will come via a Commercial Activity Tax. Interestingly, revenues that once flowed from local sources will now flow from the State, appearing as if the State has increased funding to education. The net effect is an overall reduction of revenues to the Twinsburg School District and many Ohio schools.

Instead of speculating on the percentage of reimbursement to flow through the foundation payments, we show the entire amount of reimbursements as direct payments to line 1.050. As funds are received and posted to the appropriate line, the total amount of funds from the State will be the same but may be allocated in different proportions between line 1.035 and line 1.050.

Line 1.050 – Homestead and Rollback including Direct TPP payments (19.9%)

Homestead and Rollback payments come from the State. These payments represent the reimbursement of a 10% discount given property owners and an additional 2.5% discount is given to owner occupied parcels. Because of the relationship between the discount and Real Estate taxes, Homestead and Rollback payments will mirror Real Estate taxes themselves.

Direct payments from the State to reimburse for TPP tax revenue losses will flow through this line as required by the Auditor of State’s Office. As TPP values decrease, State foundation funding increases and the direct payments are reduced by a like amount. Because of all the changes in the law, this line will not be comparable to prior years.

Line 1.060 – All Other Sources (3.7%)

All other revenues include interest on investments, tuition, rental fees, and miscellaneous receipts. As the Federal Reserve cuts interest rates in response to the sub-prime home mortgage fiasco, interest on investments will lag based on the lower interest rates.

**EXPENDITURES:**

Twinsburg City School District received the highest academic rating, "Excellent with Distinction", on the 2007-2008 Ohio Department of Education Report Card. Three times the District has received the prestigious "Making Your Tax Dollar Count Award" given by Auditor of State, Mary Taylor, CPA. While attaining these ratings and awards, the District has closely watched expenditures looking for ways to reduce costs and getting the most for each tax dollar. As a result, our current expenditures per student are below the state average.

Line 3.010 – Personal Services (65%)

Salaries for fiscal 2009 are based upon the current contracts for staff. Future salaries and wages are estimated from several items. Over the past three years a typical teacher has received an average 4% step increase and a 3% wage increase per union contract. An estimate via state software of the average certified step increase is added to the current estimate of historical trends. Student population is projected to continue to grow around 40 kids per year increasing staffing needs. After postponing for several years the hiring of additional certificated staff, five new certificated positions were filled for the 2008 fiscal year. Expansion of class offerings also increases staffing demands. The School District is currently offering Chinese as a foreign language to help graduates compete in the global economy. Classified staff estimates are soft because their collective bargaining negotiations concluded at the end of 2007. Settlement of this contract impacted this line item as two years of retro-active wage increase was distributed in January 2008, in addition to the current years wage increase. This contract expired on December 31, 2008.

With the past fiscal challenges in the District, staffing has been and continues to be closely scrutinized. Several positions including two assistant principals, a business manager, director of technology and special projects coordinator to name a few, have not been filled. In light of looming deficits and with salaries and benefits accounting for 87 cents of every dollar spent in fiscal year 08 the District may fall short of future staffing expectations.

Line 3.020 – Employee Retirement and Insurance (22%)

Fringe benefits are calculated as a percentage of total salaries and wages. Costs for benefits include 14% for retirement (STRS and SERS), 1.45% for Medicare (for employees hired after 1986). Worker's comp premiums are on the rise and Health Care costs continue to increase. Health care costs since fiscal year 1999 have nearly tripled and continues to out-pace inflation. The District has via labor negotiations been able to join the Stark County COG Health Care Plan. The plan is designed to provide cost reductions to participating members. The program now includes 47 member school districts, educational service centers and related agencies and insures over 11,000 employees. Recent increases have been under ten percent.

Line 3.030 – Purchased Services (7.5%)

Purchase Services represent everything from insurance to copier leases to legal fees to health/nursing related services to tuition costs for students educated by other districts. Increases in utility costs are a major factor increasing this line item. The District utilizes the buying power of the Ohio School Council Consortium. Vendor agreements with Ohio School Council for electricity are ending and participants may see a sizable increase in their electric bills. Recently, the Ohio PUCO has permitted the utility companies to pass on to consumers increased charges and costs. Also increasing are the costs for services for special needs students, test scoring, and professional development. Purchased Services are projected to increase in future years to cover not only inflationary costs but also costs for increasing student population.

Line 3.040 – Supplies and Materials (3.5%)

This includes educational supplies and consumables, as well as cleaning supplies. The instability of bus-fuel prices may have a detrimental impact on this line. The recent sizable run up of fuel prices and sharp decline make the cost of this item very difficult to foresee. Additionally, tires and repair parts for the School District's fleet of buses are incorporated in this category. The School District participates in several

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purchasing consortiums to reduce expenditure costs on routine purchases. Increases for future years are projected to cover ADM growth, inflationary movement and possible price gouging on fuel purchases.

Line 3.050 – Capital Outlay (0%)

The Permanent Improvement fund is used for capital expenditures, and the District has not budgeted substantial resources for equipment expenditures for the General fund.

Line 4.300 – Other (Expenditures) (2%)

The major expenditures for this category are non-discretionary fees associated with the Summit County tax collection process in addition to fees the State charges. These fees are set by laws and cannot be changed by school districts. Also included in this category are audit costs, county educational service center costs, membership fees, etc.

Lines 4.020 to 4.060 – Repayment of Debt Service (4%)

The Debt Service for the June 2001 Tax Anticipation Note was paid off in December 2006 (fiscal year 07). January 2003 the School District began a House Bill 264 Energy Conservation Project. The School District financed the \$1.2 million project through the OASBO Asset Pool borrowing funds for fifteen years. Payments of these obligations are to be made from the reductions in utility expenditures realized by this energy conservation initiative.

**CONCLUSION:** A prudent reader should not make assumptions or believe that this forecast by its nature conveys anything more than an indication of a probable future financial position of the School District. Events and circumstances frequently do not occur as expected and could seriously jeopardize the outcomes and results of the forecast and assumptions. Therefore, professional discretion, due diligence, caution, and care are required when using and interpreting forecast information.

Future revenue streams are very soft numbers in light of HB66 and the State's reluctance to fully fund education on Ohio. The State budget is for two years and the State does not provide any reliable budget data beyond June 2009. Furthermore, HB66 demonstrates the State's ability and willingness to significantly alter the collection of Local Tax Revenues upon which the Twinsburg School District depends. The State Budget Bill HB66 is still causing uncertainty and increasing the level of forecasting difficulty.

This forecast is developed using the current fiscal year's expenditures, weighted appropriations and estimates of expenditures for the next four years. The School District's major sources of revenue for the current fiscal year are property taxes as certified by the County Fiscal Officer and State Foundation Aid from the SF-3. As part of the administrations fiduciary duties, continual efforts are made to reduce expenditures below trend and to find additional sources of revenues. These efforts manifest themselves in the forecast as variations and fluctuations over time and are not indicative of miscalculations but longitudinal dynamics.

Public education is facing a difficult road ahead. The challenges are to provide an ever increasing level of services to children with diverse abilities, needs, backgrounds, cultures, and requirements. This must be done with a level of funding that is neither stable nor predictable. HB66, Charter Schools, and expanding voucher programs are perniciously nibbling away at public education funding. Oftentimes stakeholders are more concerned with their own special interests than what is best for the education of all students.

Some day could there be communities in Ohio where public schools do not exist? In many communities the local school district is the largest employer.

<p><b>• The State Budget Bill HB66 is having a Tremendous Impact on Twinsburg Schools as the Tangible Personal Property Tax revenue is phased out by 2018. That will require major budget cuts, including staff reductions unless replacement revenues can be obtained.</b></p>
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Book Title	Author	Call No.	Item #	Copyright
A Corner of the Universe	Ann M. Martin	FIC MAR	34150055053139	2002
A Corner of the Universe	Ann M. Martin	FIC MAR	34150055053113	2002
World Almanac 2003	World Almanac Books	REF 317.2 WOR	34150055050929	2003
Attack of the Bandit Cats	Geronimo Stilton	PB STI	34150055082385	2000
Guinea Pig in the Garag	Ben Baglio	PB BAG	34150055046679	1996
Mr. Klutz Is Nuts!	Dan Gutman	PB GUT	34150055085271	2004
Guinness Book of Records 1999	Guinness Publishing	032 GUI	34150055041084	1999
Little House in the Big Woods	Laura Ingalls Wilder	FIC WIL	34150040002696	1953
Little Town on the Prarie	Laura Ingalls Wilder	FIC WIL	34150040030861	1953
By the Shores of Silver Lake	Laura Ingalls Wilder	FIC WIL	34150040003660	1953
By the Shores of Silver Lake	Laura Ingalls Wilder	FIC WIL	34150040003637	1953
The Long Winter	Laura Ingalls Wilder	FIC WIL	34150040031125	1953
On the Banks of Plum Creek	Laura Ingalls Wilder	FIC WIL	34150040038161	1953
Farmer Boy	Laura Ingalls Wilder	FIC WIL	34150040018759	1953
Farmer Boy	Laura Ingalls Wilder	FIC WIL	34150040018767	1953
Little Town on the Prarie	Laura Ingalls Wilder	FIC WIL	34150040030895	1953
Hardy Boys No 32 Blood Money	Franklin W. Dixon	FIC DIX	34150020073866	1989
I Spy Fantasy	Walter Wick	REF 793.7 WIC	34150055048154	1994
Look-Alikes	Joan Steiner	793.7 STE	34150055002185	1998
The Cave of Time	Edward Packard	PB PAC	34150055059094	1979
Thomas Jefferson and His World	Henry Moscow	B JEF	34150055052461	1960
The Day Pearl Harbor Was Bombed	George Sullivan	940.54 SUL	34150055048311	1991
The Black Death	Daniel Cohen	940.1COH	34150020012947	1974
Camp Pinetree	Judy Baer	PB BAE	34150023002283	1991
Loser	Jerry Spinelli	PB SPI	34150055076122	2002
The Hairy Beast in the Woods	Mary Anderson	PB AND	34150023002127	1989
The Kid's Address Book	Michael Levine	920 LEV	34150020095108	1992
The Mystery at Snowflake Inn	Gertrude Warner	PB WAR	34150055034139	1994
French English Dictionary	Merriam-Webstter	443 MER	34150055045036	2000
Henry Ford and Mas Production	James P. Barry	629.2 BAR	34150020030196	1973
Big Dreams and Small Rockets	Patricia Lauber	629.4 LAU	34150055032562	1965
What Colonel Glenn Did All Day	Robert W. Hill	629.4 HIL	34150055006012	1962
Men of Science and Invention	American Heritage	608 AME	34150020004993	1960
Ben Franklin of Old Philadelphia	Margaret Cousins	B FRA	34150020012020	1952
Poor Richard	James Daugherty	B FRA	34150020047455	1941
Copyright Law	F.A.C.T.	PROF 346.04	34150020018431	1987
Hardy Boys No. 95 Illegal Procedures	Franklin W. Dixon	PB DIX	34150055005337	1995
Thw Wedding Planner's Daughter	Coleen Murtagh Parato	PB PAR	34150055085222	2005
Mysteries of the Sea	Doug Perrine	591.77 PER	34150055003639	1997



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Time of Hunting, A	Dodd, Wayne	FIC DOD	34150010063983	1975
Tulku	Dickinson, Peter	FIC DIC	34150010065277	1979
Eva	Dickinson, Peter	FIC DIC	34150010026675	1989
Healers, The	Denker, Henry	FIC DEN	34150010033549	1983
Audrey Rose, Whose Child is She Now?	De Felitta, Frank	FIC DEF	34150010079971	1975
Can You Sue Your Parents for Malpractice?	Danziger, Paula	FIC DAN	34150018032139	1979
Wolf	Cross, Gillian	FIC CRO	34150010084021	1990
Fire on the Wind	Crew, Linda	FIC CRE	34150015001343	1995
I Heard the Owl Call My Name	Craven, Margaret	FIC CRA	34150010036344	1973
Southern Fried Rat and Other Gruesome Tales	Cohen, Daniel	FIC COH	34150010005471	1983
Tamarack Tree, The	Clapp, Patricia	FIC CLA	34150010062720	1986
Angel of Vengeance	Cohen, Anthea	FIC COH	34150010009747	1982
Rainbow Jordan	Childress, Alice	FIC CHI	34150010054602	1981
Collidescope	Chetwin, Grace	FIC CHE	34150010018300	1990
Nightscape	Chastain, Thomas	FIC CHA	34150010003534	1982
RoboDad	Carter, Alden R.	FIC CAR	34150010056367	1990
Invisible Cities	Calvinol Italo	FIC CAL	34150010038266	1972
Frog's Eye View, A	Busselle, Rebecca	FIC BUS	34150010029950	1990
Morning for Flamingos, A	Burke, James Lee	FIC BUR	34150010087099	1990
Warnings, The	Buffie, Margaret	FIC BUF	34150010078627	1989
Marquis of Carabas, The	Brodnax, Elizabeth	FIC BRO	34150010068602	1991
Postman, The	Brin, David	FIC BRI	34150010053182	1985
Naked in Winter	Brooks, Jerome	FIC BRO	34150010046913	1990
Moves Make the Man, The	Brooks, Bruce	FIC BRO	34150010046277	1984
Clown, The	Boll, Heinriche	FIC BOL	34150010018136	1965
Immigrant's Daughter	Fast, Howard	FIC FAS	34150010036971	1985
Immigrant, The	Fast, Howard	FIC FAS	34150010081050	1977
Establishment, The	Fast, Howard	FIC FAS	34150010026469	1979
April Morning	Fast, Howard	FIC FAS	34150010010653	1961
Last Days of America, The	Erdman, Paul	FIC ERD	34150010040486	1981
Breadwinner, The	Ellis, Deborah	FIC ELL	34150018036387	2000
Mill on the Floss, The	Eliot, George	FIC ELI	34150010088782	1932
Dark Card, The	Ehrlich, Amy	FIC HER	34150010078031	1991
Killer Diller	Edgerton, Clyde	FIC EDG	34150010080029	1991
Two Mrs. Grenvilles, The	Dunne, Dominick	FIC DUN	34150010088626	1985
Return to the Thebes,	Drury, Allen	FIC DRU	34150010055849	1977
Preserve and Protect	Drury, Allen	FIC DRU	34150010053422	1968
A God Against the Gods	Drury, Allen	FIC DRU	34150010031451	1976
Decision	Drury, Allen	FIC DRU	34150010003542	1983
World Almanac and Book of Facts 2000, The	World Almanac Books	031.02 WOR	34150015027090	2000
World Almanac and Book of Facts 2002, The	World Almanac Books	031.02 WOR	34150015028494	2002
World Almanac and Book of Facts 2000, The	World Almanac Books	031.02 WOR	34150015022380	2000
World Almanac and Book of Facts 1998, The	World Almanac Books	031.02 WOR	34150015007068	1998
Anna Hastings:Story of a Washington Newspaperperson	Drury, Allen	FIC DRU	34150010009903	1977
Sister Carrie	Dreiser, Theodore	FIC DRE	34150010059379	1961
Last Train from Berlin, The	Blagowidow, George	FIC BLA	34150010040593	1977
I Can Hear the Mourning Dove	Bennett, James	FIC BEN	34150010036211	1990
Girl of the Sea of Cortez, The	Benchley, Peter	FIC BEN	34150010031253	1982
Eben Tyne, Powdermonkey	Beatty, Patricia	FIC BEA	34150015021283	1990
Heartlight	Barron, T.A.	FIC BAR	34150010033648	1990
Free Fall	Barrett, Elizabeth	FIC BAR	34150015023693	1994
Steel Guitar	Barnes, Linda	FIC BAR	34150010003914	1991
God's Radar	Arrick, Fran	FIC ARR	34150010031550	1983
Where'd You Get the Gun, Billy?	Arrick, Fran	FIC ARR	34150010068107	1991
Time After Time	Appel, Allen	FIC APP	34150010086505	1985
Defector, The	Anthony, Evelyn	FIC ANT	34150010022591	1981
Twilight's Child	Andrews, V.C.	FIC AND	34150013009389	1992
Winesburg, Ohio	Anderson, Sherwood	FIC AND	34150010006743	1919

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Cambodia File, The	Anderson, Jack	FIC AND	34150010015611	1981
Show Me a Hero	Alexander, Patrick	FIC ALE	34150010074691	1979
Frankenstein Unbound	Aldiss, Brian	FIC ALD	34150010001744	1973
Shardik	Adams, Richard	FIC ADA	34150010072075	1974
Plague Dogs, The	Adams, Richard	FIC ADA	34150010053091	1978
Good Intentions	Adams, Jane	FIC ADA	34150010031766	1985
American Heritiage: V.XVI #6 1965	American Heritage Pub	973 AME	Set not in catalog	1960's
Song for a Shadow	MacKinnon, Bernie	FIC MAC	34150010060120	1991
Snare of the Hunter, The	MacInnes, Helen	FIC MAC	34150010059726	1974
Double Image, The	MacInnes, Helen	FIC MAC	34150010076928	1966
Agent in Place	MacInnes, Helen	FIC MAC	34150010007527	1976
Cloak of Darkness	MacInnes, Helen	FIC MAC	34150010018045	1982
Aquitaine Progression, The	Ludlum, Robert	FIC LUD	34150010010679	1984
Beginning Place, The	Leguin, Ursula	FIC LEG	34150010012188	1980
Word for World is Forest, The	Leguin, Ursula	FIC LEG	34150010028173	1972
Arm of the Starfish, The	L'Engle, Madeleine	FIC LEN	34150010010893	1965
El Cuento de Ferdinando	Leaf, Munro	FIC LEA	34150010081647	1936
Little Little	Kerr, M.E.	FIC KER	34150010041872	1981
Wednesday the Rabbi Got Wet	Kemelman, Harry	FIC KEM	34150010069352	1976
Thursday the Rabbi Walked Out	Kemelman, Harry	FIC KEM	34150010063868	1978
Someday the Rabbi Will Leave	Kemelman, Harry	FIC KEM	34150010059973	1985
Whale Singer	Katz, Welwyn Wilton	FIC KAT	34150010078700	1990
Dark Sister	Joyce, Graham	FIC JOY	34150011008250	1999
Voice in the Night	Johnston, Velda	FIC JOH	34150010076530	1984
Stone Maiden, The	Johnston, Velda	FIC JOH	34150010095068	1980
Shadow Behind the Curtain	Johnston, Velda	FIC JOH	34150010095050	1985
Dragon's Eye	Johnston, Norma	FIC JOH	34150010084385	1990
Survivors, The	Hunter, Kristen	FIC HUN	34150010080094	1975
Up a Road Slowly	Hunt, Irene	FIC HUN	34150010066044	1966
Les Miserables	Hugo, Victor	FIC HUG	34150010081605	1947
Les Miserables	Hugo, Victor	FIC HUG	34150010081597	1947
Hanging Doll Murder, The	Ormerod, Roger	FIC ORM	34150010033382	1983
In Real Life	Orden, J. Hannah	FIC ORD	34150010037219	1990
Live From Earth	Olsen, Lance	FIC OLS	34150010041930	1991
Molly by Any Other Name	Okimoto, Jean Davies	FIC OKI	34150010045790	1990
Last Hurrah, The	O'Connor, Edwin	FIC OCO	34150010006438	1956
Where Are You When I Need Your?	Newton, Suzanne	FIC NEW	34150010080383	1991
And One For All	Nelson, Theresa	FIC NEL	34150010009655	1989
And One For All	Nelson, Theresa	FIC NEL	34150015003133	1989
Linden Hills	Naylor, Gloria	FIC NAY	34150010041666	1942
Slow Burn	Murray, Sabina	FIC MUR	34150010086885	1990
Eva	Melchior, JB	FIC MEL	34150010026667	1984
Ladies of Missalonghi, The	McCullough, Colleen	FIC MCC	34150010039991	1987
Windsor Knot, The	McCrum, Sharyn	FIC MCC	34150010086554	1990
City Light	Mazer, Harry	FIC MAZ	34150010078866	1988
Babyface	Mazer, Norma Fox	FIC MAZ	34150010074113	1990
Dark Side, The	Maupassant, Guy de	FIC MAU	34150010021965	1989
Christy	Marshall, Catherine	FIC MAR	34150010017575	1967
Day That Elvis Came to Town, The	Marino, Jan	FIC MAR	34150010022179	1991
Cassini Division, The	Macleod, Ken	FIC MAC	34150011008144	1998
Seawitch	MacLean, Alistair	FIC MAC	34150010062522	1977
San Andreas	MacLean, Alistair	FIC MAC	34150010057191	1984
River of Death	MacLean, Alistair	FIC MAC	34150010056201	1981
Partisans	MacLean, Alistair	FIC MAC	34150010051509	1982
H.M.S. Ulysses	MacLean, Alistair	FIC MAC	34150010033127	1955
Goodbye California	MacLean, Alistair	FIC MAC	34150010074550	1977
Golden Gate,	MacLean, Alistair	FIC MAC	34150010031642	1976
The Circus	MacLean, Alistair	FIC MAC	34150010071861	1975



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Last Ride, The	Haddad, Carolyn	FIC HAD	34150010040585	1984
Second Heaven	Guest, Judith	FIC GUE	34150010080722	1982
Fabulous Fifty, The	Grosser, Morton	FIC GRO	34150010027293	1990
Allegiance	Green, Wayne	FIC GRE	34150010008012	1983
Tenth Man, the	Greene, Graham	FIC GRE	34150010089715	1985
Cibola	Graham, Alice Walworth	FIC GRA	34150010017625	1962
Sport of Nature, A	Gordimer, Nadine	FIC GOR	34150010089590	1987
Finishing School, The	Godwin, Gail	FIC GOD	34150010028556	1985
Tightrope Walker, The	Gilman, Dorothy	FIC GIL	34150010063934	1979
Images of Rose	Gilbert, Anna	FIC GIL	34150010036930	1974
Yankee Doodle Dandy	Gerson, Noel	FIC GER	34150010070442	1965
Slender Reed, The	Gerson, Noel	FIC GER	34150010076761	1965
Old Hickory	Gerson, Noel	FIC GER	34150010048851	1964
Give Me Liberty	Gerson, Noel	FIC GER	34150010031279	1966
License Renewed	Flemings, Ian	FIC FLE	34150010003500	1981
Last Trump, The	Gardner, John	FIC GAR	34150010081787	1980
Last Innocent Summer, The	Fowler, Zinita	FIC FOW	34150010040528	1990
Johnny Tremain	Forbes, Esther	FIC FOR	34150010000100	1943
Man From St. Petersburg, The	Follett, Ken	FIC FOL	34150010003856	1982
Shakespeare and Son	Fisher, Edward	FIC FIS	34150010058744	1962
My Cousin Abe	Fisher, Aileen	FIC FIS	34150010046657	1962
Time and the Riddle: Thirty-One Zen Stories	Fast, Howard	FIC FAS	34150010080953	1973
Little Big Foot	Gualt, William Campbell	FIC GAU	34150010041831	1963
Boomerang	Garve, Andrew	FIC GAR	34150010089467	1970
Nostradamus Traitor	Gardner, John	FIC GAR	34150010048331	1979
Dawn Place, The: The Story of Medea	Hoover, H.M.	FIC HOO	34150010022070	1988
Shadow of the Lynx, The	Holt, Victoria	FIC HOL	34150010058629	1972
Secret for a Nightingale	Holt, Victoria	FIC HOL	34150010058215	1986
Pride of the Peacock, The	Holt, Victoria	FIC HOL	34150010053562	1976
Mask of the Enchantress	Holt, Victoria	FIC HOL	34150010043795	1980
Judas Kiss, The	Holt, Victoria	FIC HOL	34150010039322	1981
Downriver	Hobbs, Will	FIC HOB	34150010024043	1991
Dance Hall of the Dead	Hillerman, Tony	FIC HIL	34150010021858	1973
Luciano's Luck	Higgins, Jack	FIC HIG	34150010042524	1981
God Emperor of Dune	Herbert, Frank	FIC HER	34150010031469	1981
Children of Dune	Herbert, Frank	FIC HER	34150010017336	1976
Chapterhouse: Dune	Herbert, Frank	FIC HER	34150010017021	1985
In Our Time	Hemingway, Ernest	FIC HEM	34150010094681	1925
Greens Hills of Africa	Hemingway, Ernest	FIC HEM	34150015025581	1935
Farewell to Arms, A	Hemingway, Ernest	FIC HEM	34150015002507	1929
Farewell to Arms, A	Hemingway, Ernest	FIC HEM	34150010027913	1929
Farewell to Arms, A	Hemingway, Ernest	FIC HEM	34150010027921	1929
Woman Called Moses, A	Heidish, March	FIC HEI	34150010069071	1976
Stones from the River	Hegi, Ursula	FIC HEG	34150015022372	1994
Just Desserts	Heald, Time	FIC HEA	34150010084344	1979
Dr. Gravity	Haseley, Dennis	FIC HAS	34150010094657	1992
Mr. Jacobson's War	Hammer, Richard	FIC HAM	34150010046327	1981
Killing Freeze, A	Hall, Lynn	FIC HAL	34150010039710	1988
Flying Changes	Hall, Lynn	FIC HAL	34150010028929	1991
Fair Maiden	Hall, Lynn	FIC HAL	34150010078684	1990
Dixie Storms	Hall, Barbara	FIC HAL	34150010023656	1990
Quo Vadis	Sienkiewicz, Henryk	FIC SIE	34150010080334	1953
Sassafrass, Cypress and Indigo	Shange, Ntozake	FIC SHA	34150010057225	1982
Senator's Lady, The	Seifert, Shirley	FIC SEI	34150010058389	1967
Never No More	Seifert, Shirley	FIC SEI	34150010047267	1964
By the King's Command	Seifert, Shirley	FIC SEI	34150010015470	1962
Quentin Durward	Scott, Sir Walter	FIC SCO	34150010054339	1944
Kenilworth	Scott, Sir Walter	FIC SCO	34150010039512	1950
Kenilworth	Scott, Sir Walter	FIC SCO	34150010095027	1956
Plainsmen, The	Schaefer, Jack	FIC SCH	34150010055286	1963
God Project, The	Saul, John	FIC SAU	34150010094889	1982

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Jimmy D., Sidewinder, and Me	Salassi, Otto R.	FIC SAL	34150010038928	1987
Wide Sargasso Sea	Rhys, Jean	FIC RHY	34150015031787	1966
All Quiet on the Western Front	Remarque, Erich Maria	FIC REM	34150010007956	1958
Cloister and the Hearth, The	Reade, Charles	FIC REA	34150010018052	1944
Yearling, The	Rawlings, Marjorie	FIC RAW	34150010070582	1938
Yearling, The	Rawlings, Marjorie	FIC RAW	34150010070590	1938
Yearling, The	Rawlings, Marjorie	FIC RAW	34150010070574	1938
Men of Iron	Pyle, Howard	FIC PYL	34150015023958	1954
Heartbreak Tango	Puig, Manuel	FIC PUI	34150010088402	1969
Hit and Run	Philpson, Joan	FIC PHI	34150010034513	1985
Year Without Michael, The	Pfeffer, Susan Beth	FIC PFE	34150010070541	1987
Starring Peter and Leigh	Pfeffer, Susan Beth	FIC PFE	34150010061060	1979
Twenty-Eight Stories	Patton, Frances Gray	FIC PAT	34150010080987	1946
Good Morning, Miss Dove	Patton, Frances Gray	FIC PAT	34150010031782	1954
Lyddie	Paterson, Katherine	FIC PAT	34150010004490	1991
Kate of Still Waters	Stiles, Martha Bennett	FIC STI	34150010095688	1990
Wildfire at Midnight	Stewart, Mary	FIC STE	34150010068560	1956
Touch Not the Cat	Stewart, Mary	FIC STE	34150010079682	1976
Thornyhold	Stewart, Mary	FIC STE	34150010063694	1988
Last Enchantment, The	Stewart, Mary	FIC STE	34150010074329	1979
Airs Above the Ground	Stewart, Mary	FIC STE	34150010007717	1965
Black Arrow, The	Stevenson, Robert Louis	FIC STE	34150010013756	1916
Snow Crash	Stephenson, Neal	FIC STE	34150018032569	1992
Last and First Men and Star Maker	Stapledon, Olah	FIC STA	34150015025276	1968
Cry, the Beloved Country	Paton, Alan	FIC PAT	34150010006008	1948

Joint Agreement  
For  
Operation and Maintenance of  
The Athletic Complex

By and Between  
Twinsburg City School District  
The City of Twinsburg

*As Amended*  
*May 12, 2009*



## Supplemental Agreement

This supplemental agreement, made and entered into this \_\_\_\_ Day of \_\_\_\_\_ 2009 By and between the Twinsburg City School District ("School District") and the City of Twinsburg ("City") amend and, to the extent applicable, supercedes the original agreement entered into by the parties on the 18<sup>th</sup> day of February 1998, the supplemental agreement of February 20, 2002; and the Supplemental Agreement entered into by the parties in 2006. Where the agreements conflict, this supplement shall apply.

### WITNESSETH THAT:

WHEREAS, the parties wish to continue to coordinate their efforts to serve the educational and recreational needs of the City and the School District by participating jointly in the construction, operation and maintenance of an athletic complex pursuant to applicable provisions of the Ohio Revised Code, including Section 755.16;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

#### ARTICLE I Definitions

As used in this Agreement, the following terms have the following meanings unless the context clearly indicates otherwise (terms defined in the singular to have the same meaning when used in the plural and vice versa;)

"Advisory Committee" means the group of individuals appointed pursuant to Article IX of this Agreement.

"Athletic Complex" means the facilities described in Article II, consisting of the (i) Twinsburg City Natatorium and Field House and (ii) the Physical Education Facilities.

"Athletic Director" means the Athletic Director of the School District for Twinsburg City Schools.

"Capital Improvements and Replacement" means the additions, construction, reconstruction, fixtures, equipment, flooring lighting and such other items which are reasonably considered by the independent auditor appointed by the City with the approval of the School District to fall within this designation for accounting purposes.

"City" means the City of Twinsburg.

"City Council" means Council of the City of Twinsburg.

"Contract Year" means the fiscal year of the City, which runs from January 1 to December 31 each year.

"Courts" means the three (3) multi-purpose courts located in the Field House, and the various multi-purpose courts located in the gymnasium located in the PEF to be used for basketball, volleyball, badminton, tennis, and other general recreational use.

“Day-to-Day Operations” means the decisions relating to the use, staffing, and such other matters occurring on a regular and routine basis regarding the management of the Athletic Complex.

“Department” means the Parks and Recreation Department of the City of Twinsburg.

“Field House” means that portion of the Twinsburg Fitness Center consisting of a weight training room and related equipment.

“Gymnasium” means that portion of the Physical Education Facilities described in Article II.

“High School” means that new high school to be constructed by the School District.

“Natatorium” means that portion of the Twinsburg Fitness Center consisting of a six (6) lane twenty-five (25) meter indoor swimming pool and related equipment and facilities.

“Physical Education Facilities” of “PEF” means that portion for the Athletic Complex described in Article II.

“School District” means the School District for the City School District, which is constituted and organized as required by the statutes of the State of Ohio.

“School Year” means the term that the High School is in session as determined by the School District and the State Law.

“Staff” means trained individuals who are employed by the City to oversee the Day-To-Day Operations of the Twinsburg Fitness Center.

“Supervision” means the obligation to have on-site an adequate number of trained individuals to properly oversee that activities occurring in the Athletic Complex.

“Track” means the six (6) lane indoor track located within the Field House in the Twinsburg Fitness Center.

“Twinsburg Fitness Center” of “TFC” means that portion of the Athletic Complex described in Article II.

## ARTICLE II Description of the Athletic Complex

The athletic Complex comprises the TFC and the PEF, as hereinafter described.

- 2.1 The TFC shall contain approximately eighty-nine thousand six hundred (89,600) square feet of floor area, as outlined in red on the Site Plan attached hereto as Exhibit “A” and made a part hereof, and will include the following:
- (a) a Natatorium containing two hundred thirty (230) seats and a six (6) lane, twenty-five (25) meter indoor swimming pool;
  - (b) a Field House containing a six (6) lane indoor track and three (3) multi-purpose courts; and
  - (c) weight room containing weight training and related exercise equipment.

In addition to the foregoing, the TFC also contains locker rooms, a reception and waiting area, meeting rooms, administrative offices, storage areas, and a portion of the common hallway appearing cross-hatched on the Site Plan.

2.2 The PEF shall contain approximately thirty-two thousand seven hundred (32,700) square feet of floor area, as outlined in green of the Site Plan, and will include the following:

- (a) the Gymnasium containing two thousand two hundred (2,200) seats and a multi-purpose court;
- (b) a wrestling gymnasium;
- (c) a weight room;
- (d) a baseball diamond; and
- (e) two (2) soccer fields

In addition to the foregoing, the PEF will also contain locker rooms administrative offices, and a portion of a common hallway appearing cross-hatched on the Site plan.

### ARTICLE III

#### Contributions By the Parties

- 3.1 Contribution by the City. The city has contributed an amount not exceeding Twelve million Dollars (\$12,000,000) for (i) the cost of planning and constructing the Athletic Complex, and (ii) a proportionate share of the costs associated with the site work, including, the parking and other common areas intended for public use.
- 3.2 Contribution by School District. The parties that the School District owns the land depicted on the Site Plan. As part of its contribution under this Agreement, the School District shall lease to the City for a term of ninety-nine (99) years the land which the TFC will be built (the "Land") pursuant to the fully executed ground lease attached hereto as Exhibit "B" and made a part hereof (the "Ground Lease"). In Addition, the School District shall convey to the City, the School District's right, title and interest in the land and all building comprising the property commonly known as the old school, located on the southeast corner of Route 91 and Route 82 at 8897 Darrow Road, Twinsburg, Ohio as more particularly described in Exhibit "C" hereto and made a part hereof.
- 3.3 Ownership of the TFC. The City shall be the owner of record of the TFC, and as a consequence thereof, the City shall have final decision-making authority with regard to all aspects of maintenance and operation of the TFC, subject to (i) the express terms and conditions of this Agreement, and (ii) all laws, rules, orders, and regulations of governmental bodies (federal, state, and local) affecting the parties to this Agreement or the Land, buildings, and transactions described herein. The City shall consult with the School District before rendering final decisions pertaining to the TFC when such decisions may effect the School District's use of the TFC or the structural integrity of the PEF.
- 3.4 Ownership of the PEF. The parties acknowledge that the School District shall be the owner of record of the Physical Education Facilities, and as a consequence thereof, the School district shall have final decision-making authority with regard to all aspect of the maintenance and operations thereof, subject to (i) the express terms of this Agreement, and (ii) all laws, rules, orders, and regulations of governmental bodies (federal, state, and local) affecting the parties to this Agreement or the land, building, and transactions described herein. In addition,

the School District shall consult with the City before rendering final decisions pertaining to the PEF when such decisions may effect the City's use of the PEF of the structural integrity of the TFC.

ARTICLE IV  
Use of the Athletic Complex

Use of the Athletic Complex by the parties shall be established and governed by the provisions of this Article IV.

4.1 TFC

(a) Shared Use Scheduled. Use of the TFC by the parties during the School Year shall be shared, simultaneous, and non-exclusive, unless otherwise provided in this Agreement. Prior to the start of each semester, TFC and PEF staffs shall meet and make written recommendations regarding the schedule of such use of the TFC during the semester; including holidays and weekends, and during such periods when school is not in session pursuant to Sections 4.1 (b) below. TFC shall review the recommendations and establish a schedule of the use for the TFC (the TFC Shared Use Schedule") in accordance with the guidelines set forth below, and shall submit it to the PEF Staff for its review and approval, which approval shall not be unreasonably withheld or delayed. In establishing the "TFC Shared Use Schedule," the TFC Staff shall give priority to the scheduling requirements of the School District during the hours set forth in Section 4.1 (b). Such priority use, however, does not mean that the School District shall have exclusive of sole use to the TFC during such hours, it being understood that use of the TFC shall be shared, simultaneous and non-exclusive unless otherwise specifically provided for in this Agreement.

Both parties shall be bound by the scheduling commitments established by the TFC Shared Use Schedule. If a schedule conflicts arises, either staff may bring the issue to the Advisory Board to be resolved. The parties may modify or change the TFC Shared Use Schedule and the priority of use during the semester; however, such modifications of use shall not be interpreted as a modification of this agreement. If the parties fail to establish the TFC Shared Use Schedule, then the Department shall be permitted to schedule all open times, as it deems necessary.

(b) Guidelines. The Department shall establish the TFC Shared Use Schedule in accordance with the following guidelines:

- (1) So long as it provides all necessary Supervision, and excepts as provided in Section 4.1(b) (3) below, the School District shall have priority use, but not exclusive use, of the TFC for educational purposes from 7:30 am to 5:00pm, Monday through Friday during the School year.
- (2) The City shall have priority use, but not exclusive use of the TFC for community recreational and fitness purpose from 5:00pm to closing, Monday through Friday during the School Year (except for the weight

room as provided in Section 4.1 (b) (3) below and during periods when school is not in session as set forth in Section 4.1 (b) (4) below.

- (3) Notwithstanding the foregoing, and except for athletic meets and special events scheduled in advance, the Track and the Natatorium, and at least one (1) Court in the TFC shall always remain available for use by the community whenever the TFC is open and operating, and further provided that use of the Courts in the TFC by the School District may be scheduled only if the Courts in the PEF are being used to capacity. The city shall have exclusive use of the weight room subject only to occasional scheduled use by the School District for instructional purposes.
- (4) The School District shall have use of the TFC during periods when school is not in session provided that during such periods the School District fulfills its obligations with respect to the TFC as are imposed under this Agreement, including, but not limited to. Article V (Funding), Article VII (Alterations, Improvements, Utilities, Maintenance and Repairs), and Article VIII (Insurance).

(c) Interscholastic Use and Special Events Programming.

Although the TFC is primarily intended for community use and intramural programming, interscholastic use and special events programming are permitted so long as the School District provides adequate supervision and such use is scheduled in advance during such times when it is least disruptive to other programming.

4.2 PEF.

- (a) Shared Use Schedule for the PEF. To reflect the parties' commitment to provide for the educational needs of the students of the School District, the School District shall have priority use of the PEF during the School Year. Prior to the start of each semester, the TFC and the PEF staffs shall meet and make written recommendations to the Athletic Director regarding the schedule of use for the PEF during the semester, including holidays and weekends. The Athletic Director shall review the recommendations and establish a schedule of use for use during the semester (the "PEF Shared Use Schedule") in accordance with the guidelines set forth below, and shall submit it to the TFC staff for its review and approval, which such approval shall not be unreasonably withheld or delayed. The parties acknowledge that the PEF shall be available for use only during periods when school is in session unless otherwise provided for by the parties.

Both parties shall be bound by the scheduling commitments established by the PEF Shared Use Schedule. If a schedule conflict arises, either staff may bring the issue to the Advisory Board to be resolved. The parties may modify or change the PEF Shared Use Schedule and the priority of use during the semester; however, such modification of use shall not be interpreted as a modification of this agreement. In addition, the parties acknowledge that the use of the PEF is subject to unanticipated temporary closings due to snow days and other similar emergencies experienced by



the School District from time to time. If the parties fail to establish the PEF Shared Use Schedule, the Athletic Director shall be permitted to schedule all open times, as the Athletic Director deems necessary. Any conflict shall be brought to Advisory Board's attention.

(b) Guidelines.

- (i) So long as it provides all necessary Supervision, the School District shall have priority use of the PEF for educational purpose from 7:00am to 9:00pm, Monday through Friday during the School Year, and during weekends and holidays.
- (ii) So long as it provided all necessary Supervision and the Courts in the TFC are being used to capacity, the City shall have priority use of the PEF for community recreational and fitness purpose from 9:00 pm to closing during the School Year.

(c) Interscholastic Use and Special Event programming.

Nothing herein shall prohibit use of the PEF for interscholastic and special events programming provided such use is scheduled in advance.

4.3 Supervision. The parties hereto acknowledge the need for adequate supervision during use of the Athletic complex, and agree to the following;

- (a) The TFC. Each party shall be responsible for providing adequate supervision during its use of the TFC. The City shall provide an adequately trained full time Staff to oversee the Day-To- Day Operations of the TFC. Notwithstanding the foregoing, however, the City shall not be obligated to supervise the activities and programs conducted on behalf of the School district, nor shall the City have any liability arising in connection there within.

The School District shall not permit students to loiter in the TFC, and shall cause students to vacate the TFC promptly upon completion of School scheduled use, it being understood and agreed that students who wish to use the TFC promptly upon completion of School scheduled use, after 5pm during the School Year or during periods when school is not in session must either have a membership in the TFC or pay a user fee, and must comply with all rules and regulations.

- (b) PEF. Each party shall be responsible for providing adequate supervision of its use of PEF. The School District shall provide an adequately trained staff to oversee use of the PEF. Notwithstanding the foregoing, however the School District shall not be obligated to supervise the TFC's use of the PEF during those periods when the PEF is made available for use as set forth in section 4.2, nor shall the School District have nay liability arising in connection therewith.

4.4 Rules and Regulations. The parties acknowledge that the TFC and the School District may each adopt rules and regulations governing the use of the TFC and PEF in accordance in with Article XI hereof.

ARTICLE V  
Annual Funding of the Operations of the Athletic Complex

5.1 TFC and PEF

(a). Funding Obligations of the Parties. At the time each party agrees to the current year's TFC Shared Use Schedule as set forth in Article IV, the parties shall also agree to the funding obligations associated therewith, and shall pay such amounts in accordance with this Sections 5.1 (a) whether or not the TFC is actually used by the scheduling party. Said funding obligations may vary from year to year, and shall be sufficient to cover the costs of maintaining and operating the TFC including Day- To- Day Operations and Capital Improvements and Replacements as set forth in Article VII below. The School District shall pay an annual assessment of \$25,000 (Annual Assessment) for all approved scheduled use of the TFC. The Annual Assessment shall be payable by way of quarterly credits to the TFC utility bills in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) and this billing will coincide with the school fiscal year – July 1-June 30. Scheduled use must be pre-approved by the Athletic Director of designee and the TFC staff in accordance with section 4.1 of this agreement. In the event that a party disputes the fairness of its funding obligation, the Advisory Committee shall resolve any such dispute in a fair and equitable manner.

(b). User Fees. The City shall establish and collect user fees from all persons using the TFC, except as otherwise provided in Section 5.1, it being the understanding and intentions of the parties that the City shall not charge and collect a fee from students participating in School sponsored activities (as opposed to spectator), or persons who are using the TFC for the purposes as forth in Section 4.1 (b) (1) and 4.1 (c). Prior to commencement of the City's Fiscal Year, the Department shall prepare and submit to City Council regarding the adoption of a user fee schedule for the Calendar Year.

The parties acknowledge that not all residents of the School District reside in the City, but that for the purpose of this Agreement (and only for so long as the School District is a party hereto) is agreed that the fee structure applicable to the residents of the City shall apply equally to all residents of the School District. It is further understood that nothing herein contained shall prevent the City, in accordance with the City Charter, from charging persons who are not residents of the School District or the city fees which differentiate between City residents and non-resident users.

At the end of each school year, a summary of all school use of TFC shall be prepared by TFC staff and submitted to the School for review. Fees may be reviewed and renegotiated with 30 days notice to the Advisory Committee at the request of either party. The Advisory Committee shall resolve any such dispute in a fair and equitable manner.

ARTICLE VI  
Term and Termination

6.1 Term of Agreement. The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall terminate twenty (20) years thereafter. The Agreement shall automatically be renewed for three (3) additional

consecutive terms of twenty (20) years and one (1) additional consecutive term of nineteen (19) years, unless 180 days prior to the end of the initial or any subsequent term, a party desiring to terminate this Agreement provides written notice to the other party of its intent to terminate, in which events this Agreement shall terminate at the expiration of the Contract Year. See supplemental agreement information referenced in introductory paragraph on page 2.

6.2 Default of the Parties. In the event of a default by a party in performing any of the monetary or non-monetary obligations imposed hereunder, the non-defaulting party shall give written notice to the other specifying the nature of the default. In the event that the defaulting party fails to cure said default in the manner set forth in this Section 6.2, then the non-defaulting party may, but shall not be required to, terminate this Agreement upon written notice to the other.

In case of non-monetary default, the defaulting party shall have sixty (60) days after receipt of the written notice of default to cure said non-monetary default (or such period of time thereafter as is reasonably necessary in order to diligently pursue and complete said cure).

In the event of a monetary default, the parties hereto shall agree upon a re-payment schedule, and the defaulting party shall make payments in accordance therewith until such time as the monetary default is cured. Thereafter, if the defaulting party fails to make payments in accordance with the re-payment schedule, then the defaulting party's right to use the other party's facility (i.e. use of the PEF by the City in the event of a monetary default by the City or use of the TFC by the School District) as well as the defaulting party's membership on the Advisory Committee shall be suspended until such time as repayment is made in accordance with the re-payment schedule. Notwithstanding the foregoing, in the event that the defaulting party fails to make payment in accordance with the re-payment schedule for two (2) years, then the non-defaulting party may terminate this Agreement by giving the defaulting party notice thereof.

In the event of termination of this Agreement, the terminating party shall be relieved of all further obligations hereunder (except as set forth below) occurring after the date of termination, but such party shall not be relieved of its obligations under this Agreement occurring prior to the date of termination. Notwithstanding anything to the contrary contained herein, failure of a non-defaulting party to enforce rights granted hereunder or to terminate this Agreement as herein provided shall not waive any such right or rights in the event of continuing or subsequent defaults.

Notwithstanding the foregoing, in the events that this Agreement is terminated pursuant to this Section 6.2, the parties hereby agree (i) neither party shall be relieved of the obligation to maintain the premises in accordance with Article XII hereof, and (ii) the ground lease shall remain in full force and effect, it being the understanding and intention of the parties that the City shall have the right, but obligation, to operate the TFC for community purposes with or without the School District's joint participation hereunder.

## ARTICLE VII

## 7.1 TFC

Alterations and Improvements. All alterations and improvements to the TFC (except those to the party wall and roof set forth in Article XII) shall be determined by the City after consultation with the School District and the Advisory Committee.

## 7.2 PEF

Alterations and Improvements. All alterations and improvements to the PEF (except those to the party wall and roof set forth in Article XII) shall be determined by the City after consultations with the School District and the Advisory Committee.

If an alteration or improvement to the PEF is necessary (i) to protect the health and safety of the users of the PEF or (ii) to comply with applicable local, state or federal laws, rules or regulations, then such alterations or improvement shall be deemed accepted and approved by the parties hereto, and expenditures are hereby authorized for such purpose, and thereafter, maintenance of said alteration or improvement is not necessary for either of the purpose set forth in the preceding subsection (i) and (ii), and both parties do not approve of the proposed alteration or improvement, then said alteration or improvement is not authorized until such time, if ever, as the parties agree upon the term and conditions therefore. Notwithstanding the foregoing, such alteration or improvement to the PEF may be made by the School District with-out the approval of the City if the School District is willing to pay for the entire cost of such alterations or improvement and the entire cost of any increase in the cost of maintaining the TCNF as a result of such alteration or improvement during the term of this Agreement.

## ARTICLE VIII

### Insurance

- 8.1 TFC. The City shall be obligated to maintain and keep in full force and effect during the original and any extended term of this Agreement, (i) fire and extended coverage casualty insurance on the TFC in an amount equal to the full replacement cost thereof (as that amount may be determined periodically room time to time throughout the term hereof); (ii) comprehensive general liability insurance on the building and common areas serving the TFC (including personal injury, death, and property damages insurance) in an amount not less that One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) per accident.
- 8.2 Equipment Insurance. The City shall maintain insurance on the equipment used in the TFC for the full replacement value thereof.
- 8.3 Cost of Insurance. The City and the School District shall each pay their share of the costs of providing the aforementioned insurance based on their proportionate use of the TFC Shared Use Schedule.
- 8.4 Subrogation. To the extent permitted by law, the parties hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fore or other casualty shall have been caused by the fault of

negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waive any right of subrogation for all or any insurance maintained by either party. Each party shall cause any insurance policy carried by it hereunder to be written in such a manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered under such policy.

- 8.5 Damage or Destruction of Athletic Complex. Unless the parties hereto agree otherwise, in the events of damage or destruction of all or a portion of the Athletic Complex, insurance proceeds shall be applied to the repair or restoration of the same. If the repair or restoration is not economically feasible in the opinion of either party hereto, then insurance proceeds shall be distributed based on the ownership interests set forth in Section 3.3 and Section 3.4 hereof or, upon the agreement of the parties, in such other fair and equitable manner, as they shall determine. Notwithstanding the foregoing, in the event that the School District declines to repair or restore the Athletic Complex after damage to or destruction of all or part of it, the City shall have the right, but not the obligation, to repair or restore the TFC, at the City's sole cost and expense, for community recreational and fitness purposes.

#### ARTICLE IX Advisory Committee

- 9.1 Composition. An Advisory Committee with the following nine members shall establish. Each member of the Committee shall possess one vote in making all recommendations by the Advisory Committee provided for in the Agreement. The members of the Committee shall be:
- (a) Three (3) City Council members or their designees;
  - (b) The director of the Parks and Recreation, or his designee;
  - (c) The mayor of the City of Twinsburg or her designee;
  - (d) One member of the School District or its designee;
  - (e) The Athletic Director or his designee;
  - (f) One representative from the Township of Twinsburg, Ohio designated by the School District; and,
  - (g) One representative from the Village of Reminderville, Ohio designated by the School District.
- 9.2 Classes and Initial Appointments. The Advisory Committee shall be divided into three classes of three members each. After the initial appointments as set forth below, each class shall be appointed for a three-year term. Initially, the classes shall be appointed as follows:
- (a) The three (3) City Council members or its designees shall be appointed for a three, two, and one-year term, respectively;
  - (b) The Director of Parks shall be appointed for a three-year term;
  - (c) The Mayor or his designee shall be appointed for a two-year term;



- (d) The School District member or its designees shall be appointed for a three year term;
- (e) The Athletic Director shall be appointed for a two-year term;
- (f) The representative from the Township of Twinsburg, Ohio, shall be appointed by the School District for a one-year term; and,
- (g) The representative from the Village of Reminderville, Ohio, shall be appointed by the School District, for a one-year term.

9.3 Role of Advisory Committee. The Advisory Committee shall serve in an advisory capacity and make recommendations to the Department with respect to matters concerning the TFC, including, but not limited to, use and scheduling matters, the PEF Shared Use Schedule, and the funding obligations of the parties. The Advisory Committee shall adopt such rules and procedures, as it deems necessary and appropriate to perform its duties under this Agreement. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that the role of the Committee is advisory in nature, and that the terms and provisions of this Agreement shall govern the rights and obligations of the parties hereunder.

ARTICLE X  
Joint Obligations, Representations and Warranties

- 10.1 Mutual Assistance. The parties shall cooperate with each other and shall at their own cost and expense provide reasonable assistance to each other to aid the other parties in fulfilling its obligations under this Agreement.
- 10.2 Authority. The parties have taken all required action to approve and adopt this Agreement. This Agreement is a duly authorized, valid and binding Agreement of the parties, enforceable against them in accordance with the terms. Further, the representatives signing this Agreement have the requisite authority to do so.
- 10.3 Representations and Warranties. Each party hereto warrants and represents to the other that the execution and delivery of this Agreement by such party;
- (a) Does not and will not violate or conflict with any statute, regulation, judgment, order writ, decree or injunction applicable to them;
  - (b) Does not and will not violate or conflict with any charter provision or by-law of the parties, or any existing mortgage, indenture, contract, licensing agreement, or other agreement binding on such party.

ARTICLE XI  
Rule and Regulations

The Department shall promulgate rules and regulations governing use and operation of the TFC, and the School District shall promulgate rules and regulations

governing the use and operation of the PEF; provided, however, that such regulations and rules shall not be in conflict with the express terms of this Agreement. This Agreement shall govern in the event of a conflict between this Agreement and any such rules and regulations. Each party shall provide the other party with current copies of its rules and regulations. The Department and the School District may, but shall not be obligated to, consult with each other for purpose of promulgating their respective rules and regulations.

ARTICLE XII  
Party Walls and Roof

- 12.1 Party Wall and Roof. The parties acknowledge that the High School and the TFC shall share a common wall, roof, and hallway (collectively, the "Party Wall"). To the extent not inconsistent with the other provisions of this Agreement, the general rules of law pertaining to party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party wall and roof. The term "Party Wall" shall be deemed to include all utility lines serving the TFC and the High School.
- 12.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the Party Wall shall be shared in the manner set forth herein. The School District's share of the cost to maintain and repair the Party Wall shall be shared in the manner set forth herein. The School District's share of the cost to maintain and repair the Party Wall shall be the total costs thereof multiplied by twenty seven percent (27%) which is based on a fraction, the numerator of which is the floor area of the PEF, (32,700 square feet), and the denominator of which is the floor area of the Athletic Complex (122,300 square feet). The City's share of the cost to maintain and repair the Party Wall shall be the total costs thereof multiplied by seventy three percent (73%), which is based on a fraction, the numerator of which is the floor area of the TFC, (89,600 square feet), and the denominator of which is the floor area of the Athletic Complex (122,300 square feet).
- 12.3 Destruction by Fire or Other Casualty. If all or part of the Party Wall is destroyed by fire or other casualty, either party may restore the same, and the other party shall contribute to the cost of restoration thereof in accordance with the party's proportionate share as set forth in Section 12.2 above.
- 12.4 Miscellaneous. The parties shall be deemed to have accepted the Party Wall covenants set forth in this Article XII and shall have the right to use the Party Wall jointly. The term "use" shall include reasonable normal use for the purpose for which the Party Wall was designed and constructed. Neither party may alter, extend or increase the height of the Party Wall except upon the prior written approval of the other party. No such alteration, extension or increase in height may be made which impairs the strength or injures the existing wall, roof, or foundation of the TFC or the High School. In the event of such extension or increase in height of the wall, the other party shall have the right to use the altered, extended or heightened part of the wall or roof by paying to the constructing party one-half of the costs of such part of the wall or roof, as the case may be. Any such extension or

increased height of the wall or roof shall be deemed to become part of the Party Wall and be subject to the terms hereof.

ARTICLE XIII  
Miscellaneous

- 13.1 Further Assurances. The parties hereto, and each of them agree at the time and from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.
- 13.2 Captions. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.
- 13.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.
- 13.4 No Partnership. Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be interpreted so as to create a partnership or any other arrangement whereby one of the parties is authorized to act as an agent for another.
- 13.5 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.
- 13.6 Governing Law. This Agreement shall be governed by the laws of the State of Ohio.
- 13.7 No Assignment. Neither party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other party.
- 13.8 Entire Agreement; Amendment. This Agreement with the exhibits attached hereto sets forth entire understanding between the parties relating to the subject matter contained herein and merges all prior discussion between them. No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.
- 13.9 Reciprocal Easement Agreement. In order to effectuate the common use and operation of the land, building, and improvement to be made to the property and to provide for the orderly use and enjoyment thereof, the parties shall, as part of this Agreement, execute the reciprocal easement agreement attached hereto as Exhibit "E" which shall benefit, burden and run with the land.
- 13.10 Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than provisions constituting a material consideration to a party's entering into this Agreement or such other document) shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

13.11 Notices. All notices, certificates, requests, demands, and other communications hereunder shall be in writing and may be personally served or sent by telefax or certified or registered mail. All such notices, certificates, requests, demands and other communications shall be delivered to the party to receive same at the addresses indicated below (or at such other address (es) as a party may specify in a written notice);

TO: Twinsburg City School District  
11136 Ravenna Road  
Twinsburg, OH 44087  
Attention: Superintendent

TO: The City of Twinsburg  
Department of Parks and Recreation  
10075 Ravenna Road  
Twinsburg, OH 44087  
Attention: Director

13.12 Waiver. No failure on the part of a party to exercise, and delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a party preclude any other further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

#### Addendum A

For the remainder of the school's fiscal year 2005/2006, the school will be billed for all scheduled use based on the rate charged in the 2005 bill of \$21.70 per unit. This bill will be submitted to the school in June 2006 to complete this fiscal year billing. The new annual rate of \$25,000 will be billed beginning in July 2006.

#### Addendum B

Though the Twinsburg High School auditorium is not part of the Joint Use Agreement, at the request of the Advisory Board, the Twinsburg School System agrees to waive all fees for the annual Youth Theater production when scheduled and approved by the High School staff.



IN WITNESS WHEREOF, this Agreement is executed the day first written above.

Signed in the Presence of:

Gale Ryzman

Susan Buckbee

\_\_\_\_\_

\_\_\_\_\_

School District FOR TWINSBURG CITY SCHOOLS

By: Steve Marlow

By: Martin Aho  
Treasurer

Lisa Spraggins

Adelle C. Nykaza

THE CITY OF TWINSBURG

By: Katherine A. Probst  
Mayor

STATE OF OHIO ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and said County and State, did personally appear School District FOR TWINSBURG CITY SCHOOLS, by Steve Marlow, its ~~President~~ <sup>President</sup>, and Martin Aho its Treasurer, who acknowledged to me that they did sign the foregoing instrument as such President and Treasurer and that the same us their free act and deed, both individually and such officers and the free act and deed of said school board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg Ohio this 14<sup>th</sup> day of May, 2009

Gale Ryzman  
Notary Public

STATE OF OHIO ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and said County and State, did personally appear THE CITY OF TWINSBURG, by Lisa Spraggins, its authorized agent, who acknowledged to me that he/she did sign the foregoing instrument and that the same is his/her free act and deed, both individually and such officers and the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at City of Twinsburg this 13 day of May, 2009

LISA SPRAGGINS  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES:  
July 10, 2013

Lisa Spraggins  
Notary Public

*Amended 4.8.09*